GREATER BENGALURU AUTHORITY
BENGALURU EAST CITY CORPORATION

TENDER DOCUMENT
(KW-3)

Beautification, landscape development, water facility and other civil works and Borewell drilling of Jagadishnagar in ward No 26 Estimated Cost: Rs.80,00,000/- (Excluding GST)

Office of the
Senior Assistant Director of Horticulture (Mahadevapura/KRPura Zone)
Bengaluru East City Corporation, Vengaiahan Lake ECO Park,
K R Pura, Bangalore -560036

Senior Assistant Director of
Horticulture
(Mahadevapura/KRPura Zone)
Bengaluru East City
Corporation

TENDERS FOR THE WORK OF: **:** Beautification, landscape development,
water facility and other civil works and
Borewell drilling of Jagadishnagar in ward No 26

TENDER REFERENCE : No:
SADH(M/K)TENDER/ /2026-27

Dated:

PERIOD OF SALE OF TENDER DOCUMENT : View kppp.karnataka.gov.in Portal
I

LAST DATE FOR SALE OF TENDER DOCUMENT : View kppp.karnataka.gov.in Portal

LAST DATE AND TIME FOR RECEIPT OF TENDERS : View kppp.karnataka.gov.in Portal

PRE TENDERS MEETING : View kppp.karnataka.gov.in Portal

TIME AND DATE OF OPENING OF TENDERS **:** **View kppp.karnataka.gov.in Portal**

PLACE OF OPENING OF TENDERS
ADDRESS FOR COMMUNICATION

Senior Assistant Director of Horticulture (Mahadevapura/KR Pura Zone)
Bengaluru East City Corporation ,

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Section 2: Instructions to Tenderers (ITT)

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SECTION 1: INVITATION FOR TENDERS (IFT)

BENGALURU EAST CITY CORPORATION

Senior Assistant Director of Horticulture (**K R Pura Zone**) Bengaluru East City Corporation, Vengaiahan Lake ECO Park, K R Pura, Bangalore - 560036

No: SADH(MDP/KRP)TENDER/ /2026-27
Dated:

LETTER OF INVITATION FOR TENDER(IFT)

(SHORT TERM)
(TWO COVER SYSTEM)
(Through **GOK e–Procurement Portal** only)

A) The Senior Assistant Director of Horticulture (Mahadevapura/KRPura)B.E.C.C, (Referred to as Employer in these

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documents) invites tenders to Implement in accordance with KTPP rules 2000, from eligible and experienced Person/Agencies / Firms (Referred to as Tenderers in these documents) registered in Labour department for Development of Parks.

B) The tenderers are advised to note the minimum qualification criteria specified in Clause 3 of the instructions to tenderers to qualify for award of the contract (standard tender document KW-3).

C) Tender documents may be downloaded from Government of Karnataka e-Procurement website **https://kppp.karnataka.gov.in/#/portal/portal-home**under login for Contractors.

D) After login to Contractors, Please scroll down to the left side bottom to see List of Tenders, Please click there to find the details of NIT & download copy of the tender. The tender can be downloaded in the portal as per prescribed date and time published in the portal. Only Interested Tenderer who wish to participate should remit on line transaction fee for tender after registering in the portal. The transaction fee is non-refundable.

E) Tenders must be accompanied by earnest money deposit (EMD) specified for the work in the table below. EMD will have to be submitted online through website**https://kppp.karnataka.gov.in.**

F) Tenders must be electronically submitted (online) within the date and time published in e-procurement portal. Tenders will be opened at prescribed time and date in the e-procurement portal, in the presence of the Tenderers who wish to attend in the Office of The Senior Assistant Director of Horticulture (Mahadevapura/KRPura Zone) B.E.C.C, Bangalore.

G) Tenderers are subjected to the provisions of KTPP (Amendment) Rules 2017 and selected works in Randomization shall be reserved for participation by tenderers belonging to the scheduled castes & scheduled tribes.

H) Tender conditions shall be followed as per KWs

TABLE

Sl no	Name of the work	Amount (In Rupees)	EMD Amount (In Rupees)	Duration / Period (in months)
1	Landscape Development and water facility with Dripirrigation system and Robotic drilling in HAL Airport road median and Suranjandas road (HAL) Junction Under pass in Vibhuthipura ward median ward no	**40,00,000**	80,000/-	6 Moths

	27			
2	Beautification Landscape development water facility and other civil work and borewell drilling in Kalkere Park ward no 06	**80,00,000**	1,60,000/-	6 Moths
3	Landscape development at Basavananagar park water facility and other civil work in Jagadishnagara ward No 26 (call-2)	**80,00,000**	1,60,000/-	6 Moths

Calendar of events as follows:

- Date of Notification : 18-08-2026
- Tender can be downloaded from : 18-08-2026
- Last Date for Queries : 21-08-2026
- Pre bid Meeting : 24-08-2026
- Tender Closing Date : 28-08-2026
- Technical bid opening date : 31-08-2026
- Financially bid opening date : After Approval of Technical bid.

Note:

Aspiring Bidders/contractors who have not registered in e – procurement should register before participating through the website https://kppp.karnataka.gov.in

a. Before submission of online bids, bidders must ensure that scanned copies of the necessary documents been attached with bid.
b. All the required information required bids must be filled and submitted online.
c. For details, registration and e- payment visit GOK e-procurement website. https://kppp.karnataka.gov.in or contact e- procurement Helpdesk at 080-22371090, 22373788.
d. This tender notice can also be seen on the GBA Website www.bbmp.gov.in
e. Any other details regarding the above work/service and other information obtained from the above office during office hours.

Senior Assistant Director of
Horticulture
(Mahadevapura/KR Pura Zone)
B.E.C.C.BENGALURU.

Copy Submitted to:

1. The Commissioner for kind information.
2. Special Commissioner (Projects) for kind information.
3. Additional Joint Commissioner (Development) for kind information.
4. Joint Director (Horticulture) for kind information
5. Deputy Controller Finance (BECC, Mahadevapura/KRPura) for information
6. The Public Relation Officer, Bengaluru urban district with a request to publish the same in the district tender bulletin.
7. Office Notice Board

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Senior Assistant Director of
Horticulture
Mahadevapura/KRPura Zone
B.E.C.C. BENGALURU

ISTRUCTIONS TO TENDERS (ITT)

A. General

1. **Scope of Tender**

1.1 The Senior Assistant Director of Horticulture (Mahadevapura/KR Pura Zone), BECC, invites tenders from Contractors any state or Central Govt. Organization for the above tender work (as defined in these documents and referred to as Beautification, landscape development, water facility and other civil works and Borewell drilling of Jagadishnagar in ward No 26 **Detailed in the table given in BOQ. (Excluding GST)**

2. Eligible Tenderers

a. Tenderer should submit work done certificate of at least one similar work to an extent of **50% (Rs.40,00,000/-)** of the total tendered amount during last five financial years (i.e 2021-2022, 2022-23,2023-24, 2024-25 & 2025-26) of its work. The work done certificate should duly certified by the competent authorities (Central Govt/State Govt / Govt Boards / Govt Corporation) and also submit the **Work Done Performance Certificate.**

b. Contractor Should Submit Turnover Certificate of Last 5 year financial Years (i.e 2021-2022, 2022-23,2023-24, 2024-25 & 2025-26) and achieved in at least any two financial years a minimum financial turnover of **Rs 1,60,00,000/-** during last five financial years (i.e 2021-2022, 2022-23,2023-24, 2024-25 & 2025-26) “with UDIN Number”

c. The Tenderer should submit valid **Labour Department License**, **P.F & ESI registration Certificate, ESI and EPF Payment Challans**, **Last Three Years ITR with Balance sheet Profit and loss statement of (Assessment Year 2023-24, 2024-25 & 2025-26) & TDS Annual Certificate (26 AS) (Last 3 Years i.e Financial Year 2023-24, 2024-25 & 2025-26) valid PAN card, GST registration Certificate copies and GST returns 3B Challans of Last Year in 12 Months (April-2025 to March-2026)** along with tender document. Contractor shall fully comply provisions of various applicable labour laws provisions of the following enactments and other enactments as applicable for such contracts.

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a. Contract Labour (R&A) Act 1970 and rules 1971.
b. Payment of Wages Act.
c. Minimum Wages act 1948, Karnataka Rules 1952
d. Employees State Insurance Act 1948, Rules and regulations 1950
e. Employees Provident Fund Act 1952 and Pension Scheme 1995
f. Karnataka Shops and Commercial Establishment Act 1961

d. As per the Employees' State Insurance Act, 1948 (ESI Act), the employer is responsible for registering the employees and paying the ESIC contribution for them. In this case, the contractor is the employer of the labourers and is responsible for registering them and paying their ESIC contribution. Hence your hereby advised to submit the **Last Year 12 Months (April-2025 to March-2026)** ESIC Statement and Paid Challan Details along with Registration Certificate in Form C-11 of the Act.

e. As per the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (EPF Act), the employer is responsible for registering the employees and paying the Provident Fund (PF) contribution for them. In this case, the contractor is also responsible for registering the labourers and paying their PF contribution. **Last Year 12 Months (April-2025 to March-2026)** ECR & PF Paid Challan Details along with Registration Certificate) Any establishment employing even less than 20 persons can be covered voluntarily u/s 1(4) of the Act.

f. Tenderer should submit all the mandatory documents asked in the tender document compulsorily.

3. **Qualification of the Tenderer:**

3.1 The Tenderer Should submit Valid Original Line of Credit for (30% of Amount put to Tender) Amounting **Rs.24,00,000/-** issued by Nationalized/ Scheduled Bank & upload in the KPPP portal for the specific work of : as Beautification, landscape development, water facility and other civil works and Borewell drilling of Jagadishnagar in ward No 26 in Favour of Senior Assistant Director of Horticulture (Mahadevapura/KR Pura Zone), BECC, Office, Bengaluru.

3.2 The Tenderer should visit to the work spot with Assistant Horticulture Officer / Senior Assistant Director of Horticulture (Mahadevapura/KR Pura Zone), BECC on the pre Bid meeting and upload Spot inspection report duly signed by Senior Assistant Director of Horticulture (Mahadevapura/KR Pura Zone), BECC.

3.3 To qualify for a package of contracts made up of this and other contracts for which tenders are invited in this IFT, the Tenderer

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must demonstrate having experience and resources to meet the aggregate of the qualifying criteria for the individual contracts.

3.4 Sub-contractors' experience and resources shall not be taken into account in determining the Tenderer's compliance with the qualifying criteria except to the extent stated.

3.5 Tenderers who meet the above specified minimum qualifying criteria, will only be qualified, if their available tender capacity is more than the total tender value. The available tender capacity will be calculated as under:

6

Assessed available tender capacity = (A*N*1.5 - B)

where

A = Maximum value of Horticulture Landscape Development works executed in any one year during the last five years

N = Number of years prescribed for completion of the works for which tenders are invited.

B = Value, at ———— (price level), of existing commitments and on-going works to be completed during the year

Note: The statements showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by that particular tender calling authority.

3.6 Even though the Tenderers meet the above criteria, they are subject to be disqualified if they have:

- made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.; and/or
- participated in the previous Tender for the same work and had quoted unreasonably high tender prices and could not furnish rational justification.

- Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of Karnataka and The Contractor should not involve in any of the criminal offense.
- All Xerox Documents uploaded by the bidder should be attested by notary

4. One Tender per Tenderer:

4.1 Each tenderer shall submit only one tender for one package. A tenderer who submits or participates in more than one Tender (other than as a sub-contractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Tenderer's participation to be disqualified.

5. Cost of Tendering:

5.1 The tenderer shall bear all costs associated with the preparation and submission of his tender, and the Employer will in no case be responsible and liable for those costs.

6. Site visit:

6.1 The Tenderer at his own responsibility and risk is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Tender and entering into a contract for Horticulture Landscape development Works. The cost of visiting the Site shall be at the Tenderer's own expense. And any clarification and suggestions regarding work execution in the site will be cleared to the Tenderer, during the time of visit along with the tender inviting authority and the same, site inspection report issued by the TIA should be submitted along with the technical bid document.

B. Tender documents

7. Content of Tender documents

7.1 The set of tender documents shall have all the Sections given in Page 3:

7.2 NA

8. Clarification of Tender Documents

8.1 A prospective tenderer requiring any clarification of the tender documents may notify the Employer in writing or by cable (hereinafter "cable" includes telex and facsimile) at the Employer's address indicated in the invitation to tender. The Employer will respond to any request for clarification which he receives earlier than the deadline for submission of tenders. Copies of the Employer's response will be forwarded to all purchasers of the tender documents, including a description of the enquiry but without identifying its source.

8.2 Pre-tender meeting:

8.2.1 The tenderer or his authorized representative is invited to attend a pre-tender meeting which will take place at Senior Assistant Director of Horticulture (Mahadevapura/KR Pura Zone), BECC Office (address of venue) on 24-08-2026 at 11.00 Am.

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8.2.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

8.2.3 The tenderer is requested to submit any questions in writing or by cable to reach the Employer not later than one week before the meeting.

8.2.4 Minutes of the meeting, including the text of the questions raised (without identifying the source of enquiry) and the responses given will be transmitted without delay to all purchasers of the tender documents. Any modification of the tender documents listed in Sub-Clause 7.1 which may become necessary as a result of the pre-tender meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause 9 and not through the minutes of the pre-tender meeting.

8.2.5 Non-attendance at the pre-tender meeting will not be a cause for disqualification of a tenderer.

9. Amendment of Tender documents

9.1 Before the deadline for submission of tenders, the Employer may modify the tender documents by issuing addendum.

9.2 Any addendum thus issued shall be part of the tender documents and shall be communicated in writing or by cable to all the purchasers of the tender documents.

9.3 To give prospective tenderers reasonable time in which to take an addendum into account in preparing their tenders, the Employer shall extend as necessary the deadline for submission of tenders, in accordance with Sub-Clause 12.2 below.

C. Preparation of Tenders

10. Documents comprising the Tender

10.1 The tender submitted by the Tenderer shall comprise the following:

10.1.1 First cover:

(a) Earnest Money Deposit (*as per KPPP portal*)

(b) Qualification Information as per formats & information given in section (2) & (3);

10.1.2 Second Cover:

(a) The Tender (in the format indicated in Section 4)

(b) Priced Bill of Quantities (Section 9); and any other materials required to be completed and submitted by Tenderers in accordance with these instructions. The documents listed under Sections 3, 4, 6 and 9 shall be filled in without exception.

10.2 Tenderers submitting tenders together with other contracts stated in the IFT to form a package will so indicate in the tender together with any discounts offered for the award of more than one contract.

11. Tender prices

11.1 The contract shall be for the whole works as described in Sub-Clause 1.1, based on the priced Bill of Quantities submitted by the Tenderer.

11.2 The Tenderer shall fill in rates and prices and line item total (both in figures and words) for all items of the Works described in the Bill of Quantities along with total tender price (both in figures and words). **Items for which no rate or price is entered by the Tenderer will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities**. Corrections, if any, shall be made by crossing out, initialing, dating and rewriting.

11.3 All duties, taxes, and other levies payable by the contractor under the contract, or for any other cause, shall be included in the rates, prices and total Tender Price submitted by the Tenderer.

11.4 The rates and prices quoted by the Tenderer shall be fixed for the duration of the Contract and shall not be subject to adjustment on any account.

12. **Tender validity**

12.1 Tenders shall remain valid for a period not less than ninety days after the deadline date for tender submission specified in Clause 12. A tender valid for a shorter period shall be rejected by the Employer as non-responsive.

12.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the tenderers may extend the period of validity for a specified additional period. The request and the tenderers' responses shall be made in writing or by cable. A tenderer may refuse the request without forfeiting his earnest money deposit. A tenderer agreeing to the request will not be required or permitted to modify his tender, but will be required to extend the validity of his earnest money deposit for a period of the extension, and in compliance with Clause 9 in all respects.

13. **Earnest money deposit**

EMD amount as % of the estimated cost of the work put to tender (Excluding GST)

a) Upto Rs.20 lakh – 2.5% (Reservation Category Works 1.25%)

b) Rs.20 lakh and above upto Rs.1 crore – 2% subject to a minimum of Rs.50,000/-

(Reservation Category Works 1% subject to a minimum of Rs.25,000/-)

c) Rs.1 crore and above upto Rs.10 crore – 1.5% subject to a minimum of Rs.2,00,000/-

d) Rs.10 crore and above - 1% subject to a minimum of Rs.15,00,000/-

13.2 NA.
13.3 NA.
13.4 NA
13.5 NA
13.6 NA

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14. **Format and signing of Tender**

14.1 NA

14.2 NA

14.3 NA.

D. Submission of Tenders

15. Sealing and marking of tenders

Tenderer shall submit the Tender document electronically before the submission date and time published. The document for submission shall be uploaded in PDF format and submitted in the order mentioned below.

15.1 **NA**

15.2 **NA**

15.3 **NA**

16. Deadline for submission of the Tenders

16.1 In online e-procurement system, tenderer shall not be able to submit the bid after the bid submission time and date as the icon or the task in the e-procurement portal will not be available.

16.2 The Employer may extend the deadline for submission of tenders by issuing an amendment in accordance with Clause 5, in which case all rights and obligations of the Employer and the Tenderers previously subject to the original deadline will then be subject to the new deadline.

17. Late Tenders

17.1 In online e-procurement system, you shall not be able to submit the bid after the bid submission time and date as the icon or the task in the e-procurement portal will not be available.

18. **Modification and Withdrawal of Tenders**

18.1 Tender has all the time to modify and correct or upload any relevant document in the portal till Bid submission date and time, as published in the KPPP portal.

E. Tender opening and evaluation

19. Opening of First Cover of all Tenderers and evaluation to determine qualified Tenderers:

19.1 The Employer will open online the First Covers of all the Tenders received through e-procurement portal, in the presence of the Tenderers or their representatives who choose to attend on the date and the place specified in the e-procurement portal. In the event of the specified date of Tender opening being declared a holiday for the Employer, the Tenders will be opened at the appointed time and location on the next working day.

19.2 NA
19.3 NA
19.4 The Employer shall prepare minutes of the Tender opening.

20. Opening of Second Cover of qualified Tenderers and evaluation:

20.1 The Employer will inform all the Qualified Tenderers the time, date and venue fixed for the opening of the Second Cover containing the priced Tenders. The Employer will open the Second Covers of Qualified Tenderers at the appointed time and date in the presence of the Tenders or their representatives who choose to attend. In the event of the specified date of Second Cover opening being declared a holiday for the Employer, the Second Covers will be opened at the appointed time and location on the next working day.
20.2 NA
20.3 NA
20.4 The Employer shall prepare minutes of the Second Cover Tender opening.

21.Process to be confidential

21.1 Information relating to the examination, clarification, evaluation, and comparison of Tenders and recommendations for the award of a contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the award to the successful Tenderer has been announced. Any effort by a Tenderer to influence the Employer's processing of Tenders or award decisions may result in the rejection of his Tender

22. **Clarification of Tenders**

22.1 To assist in the examination, evaluation, and comparison of Tenders, the Employer may, at his discretion, ask any Tenderer for clarification of his Tender, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the Tender shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Tenders in accordance with Clause 24.
22.2 Subject to sub-clause 22.1, no Tenderer shall contact the Employer on any matter relating to its Tender from the time of the Tender opening to the time the contract is awarded. If the Tenderer wishes to bring additional information to the notice of the Employer, it should do so in writing.
22.3 Any effort by the Tenderer to influence the Employer in the Employer’s Tender evaluation, Tender comparison or contract award decisions may result in the rejection of the Tenderers’ Tender.

23. **Examination of Tenders and determination of responsiveness**

23.1 Prior to the detailed evaluation of Tenders, the Employer will determine whether each Tender (a) meets the eligibility criteria defined in Clause 2; (b) has been properly signed; (c) is accompanied by the required EMD and; (d) is substantially responsive to the requirements of the Tender documents.

23.2 A substantially responsive Tender is one which conforms to all the terms, conditions, and specifications of the Tender documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the Tender documents, the Employer's rights or the Tenderer's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Tenderers presenting substantially responsive Tenders.

23.3 If a Tender is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction, addition or withdrawal of the nonconforming deviation or reservation.

24. Correction of errors

24.1 Tenders determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:

(a) where there is a discrepancy between the rates in figures and in words, the lower of the two will govern; and

(b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.

24.2 The amount stated in the Tender will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Tenderer, shall be considered as binding upon the Tenderer. If the Tenderer does not accept the corrected amount the Tender will be rejected,

25. Evaluation and comparison of Tenders

25.1 The Employer will evaluate and compare only the Tenders determined to be substantially responsive in accordance with Clause 23.

25.2 In evaluating the Tenders, the Employer will determine for each Tender the evaluated Tender Price by adjusting the Tender Price as follows: (a) making any correction for errors pursuant to Clause 24; and (b) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with Sub Clause 18.5.

25.3 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the Tender documents or otherwise result in unsolicited benefits for the Employer shall not be taken into account in Tender evaluation.

25.4 The estimated effect of the price adjustment conditions under Clause 41 of the Conditions of Contract, during the implementation of the Contract, will not be taken into account in tender Evaluation

25.5 If the tender of the successful tenderer is seriously unbalanced in relation to the Employer's estimate of the cost of the work to be performed under the contract, the Employer may require the Tenderer to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the performance security set forth in Clause 29 be increased at the expense of the successful Tenderer to a level sufficient to protect the Employer against financial loss in the event of default of the successful under the contract.

F. Award of Contract

26. Award criteria

26.1 Subject to Clause 27, the Employer will award the Contract to the Tenderer whose Tender has been determined to be substantially responsive to the Tender documents and who has offered the lowest evaluated Tender Price, provided that such Tenderer has been determined to be (a) eligible in accordance with the provisions of Clause 2, and (b) qualified in accordance with the provisions of Clause 3.

27. Employer's right to accept any Tender and to reject any or all Tenders

27.1 Notwithstanding Clause 26, the Employer reserves the right to accept or reject any Tender, and to cancel the Tender process and reject all Tenders, at any time prior to the award of Contract, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the Employer's action.

28. Notification of award and signing of Agreement

28.1 The Tenderer whose Tender has been accepted will be notified of the award by the Employer prior to expiration of the Tender validity period by cable, telex or facsimile confirmed by registered letter. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

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28.2 The notification of award will constitute the formation of the Contract, subject only to the furnishing of a performance security in accordance with the provisions of Clause 29.

28.3 The Agreement will incorporate all agreements between the Employer and the successful Tenderer. It will be kept ready for signature of the successful Tenderer in the office of Employer within 30 days following the notification of award along with the Letter of Acceptance. Within 20 days of receipt, the successful Tenderer will sign the Agreement and deliver it to the Employer.

28.4 Upon the furnishing by the successful Tenderer of the Security deposit, the Employer will promptly notify the other Tenderers that their Tenders have been unsuccessful.

29. **Security deposit**

29.1 Within 20 days of receipt of the Letter of Acceptance, the successful Tenderer shall deliver to the Employer a Security Deposit by Bank Guarantee/FDR in favour of The Chief Commissioner BECC payable at Bengaluru for an amount equivalent to 5% of the Contract price: (Excluding GST) and for the unbalanced tender, difference amount should be in the form of Bank Guarantee/FDR (separately) in favour of The Chief Commissioner, BECC payable at Bengaluru.

29.2 NA

29.3 NA

29.4 Failure of the successful Tenderer to comply with the requirements of Sub-Clause 29.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the earnest money deposit.

30. Advance Payment and Security:

30.1 NA

31. Corrupt or Fraudulent practices

31.1 The BECC requires that the Tenderers observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, BECC:

(a) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

(b) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a BECC contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a BECC contract.

30.2 Furthermore, Tenderers shall be aware of the provision stated in sub-clause 50.2 of the Conditions of Contract.

Section-3 Qualification Information

The information to be filled in by the Tenderer hereunder will be used for purposes of computing Tender capacity as provided for in Clause 3 of the Instructions to Tenderers. This information will not be incorporated in the Contract.

1.1 Constitution or legal status of Tenderer
[Attach copy]

Place of Registration (with Registration No.)_____(Attach Copy)

Principal place of business: _____

1.2

Total value of works executed and payments received in the last five years[19] (in Rs. Lakhs)(Turn over)

2020-21_____
2021-22_____
2022-23_____
2023-24_____
2024-25_____

1.3 Work performed as Prime Contractor (in the same name) on works of Horticulture Landscape Development over during the past five financial years specified in 1.2 above.

Project Name	**Name Employer**	**Description of work**	**Contract Number**	**Value of contract Rs. Lakhs**	**Date of issue of work order**	**Specified period of completion**	**Actual date of completion**	**Remarks explaining reasons for delay in completion of Work**
1	2	3	4	5	6	7	8	9

1.4 NA

1.5 Information on works for which Tenders have been submitted and works which are yet to be completed as on the date of this Tender.
(A) Existing commitments and on-going works:

Descripti	Place	Contra	Name	Value	Stipulate	Value of	Anticipat

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on of work	& State	ct No. & date	and Address of Employer	of Contract (Rs. lakhs)	d period of completion	works remaining to completed[15]	ed Date of completion
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

[18] *NA*
[19] *Attach Certificate from Chartered Accountant with UDIN*
[20] *NA*

(B) Works for which Tenders already submitted:

Description of work	Place & State	Name and Address of Employer	Estimated Value of works (Rs. lakhs)	Stipulated period of completion	Date when decision is expected	Remarks if any
(1)	(2)	(3)	(4)	(5)	(6)	(7)

1.7 Reports on the financial standing of the tenderer, such as profit and loss statements and auditor's reports for the last five years;
1.8 NA
1.9. Name, address, and telephone, telex, and fax numbers of the Tenderers' bankers who may provide references if contacted by the Employer.
1.10 Evidence of access to financial resources to meet the qualification requirement specified in ITT Clause3.3 (b): Cash in hand, Letter of Credit etc. List them below and attach certificate from the Banker in the suggested format as under:

BANKER'S CERTIFICATE / LINE OF CREDIT CERTIFICATE

This is to certify that M/s. ..... is a reputed company with a good financial standing. If the contract for this work, namely ..... (name of the work) is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of Rs._____ to meet the working capital requirements for executing the above contract.

Sd/-
Name of the
Bank,

Senior Bank
Manger

Address:.....

1.11 NA
1.12 Information on litigations in which the Tenderer is involved:

Other Party (ies)	Employer	Details of dispute	Amount involved	Remarks showing present status

1.13 NA

SECTION 4: FORMS OF TENDER, LETTER OF ACEPTANCE, NOTICE TO PROCEED WITH THE WORK AND AGREEMENT FORM

TABLE OF FORMS:

- FORM OF TENDER
- QUALIFICATION INFORMATION
- LETTER OF ACCEPTANCE
- NOTICE TO PROCEED WITH THE WORK
- AGREEMENT FORM

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Form of Tender

Description of the Works:
_____
_____
_____
_____ _____
_____[24]
Tender

To : _____

Address : _____
_____[25]
GENTLEMEN,

We offer to execute the Works described above in accordance with the Conditions of Contract accompanying this Tender for the Contract Price of _____ [in figures] (_____) [in letters]. [26]

This Tender and your written acceptance of it shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any Tender you receive.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption

Act 1988". We hereby confirm that this Tender complies with the Tender validity and Earnest money deposit required by the Tender documents.

We attach herewith our current income-tax clearance certificate.

Yours faithfully,

Authorized Signature:

Name & Title of Signatory:

_____

Name of Tenderer _____

Address: ----------

_____

[24] To be filled in by the Employer before issue of the Tender document

24 To be filled in by the Employer before issue of the Tender document

25 To be filled in by the Tenderer, together with his particulars and date of submission at the bottom of the Form of Tender

Letter of Acceptance

(Letter head paper of the Employer)

.....[date]

To: .....
[Name, address and contact details of the Contractor]

Dear Sirs,

This is to notify you that your Tender dated: ..... for execution of the
.....
... [Name of the contract and identification number, as given in the Instructions to Tenderers] for the Contract Price of Rupees.....
(.....) [Amount in words and figures], as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by our Agency.

You are hereby requested to furnish Security deposit, in the form detailed in Para 25.5 of ITT for an amount of Rs..... within 20days of the receipt of this letter of acceptance valid up to 30 days from the date of

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expiry of Maintenance period i.e. up to ..... and sign the contract, failing which action as stated in Para 29.4 of ITT will be taken.

Yours faithfully,

Authorized Signature

Name and Title of Signatory

Name of Agency

Issue of Notice to proceed with the work

(Letter head of the Employer)

..... (date)

To

———————————————— (name and address of the Contractor)
————————————————
————————————————

Dear Sirs:

Pursuant to your furnishing the requisite Security deposit as stipulated in ITT Clause 29.1 and signing of the contract agreement for the Landscape development of .....(name of the work) a Tender Price of Rs....., you are hereby instructed to proceed with the execution of the said works in accordance with the contract documents.

Yours faithfully,
(Signature, name and title of signatory
Authorized to sign on behalf of Employer)

Agreement Form

This agreement, made the .....day of .....20 ....,
between..... [name and address of Employer]
(herein after called "the Employer") of the one part and .....
.....
..... [name and address of contractor] (hereinafter called "the Contractor") of the other part.

Whereas the Employer is desirous that the Contractor .....
.....
.....[name and identification number of Contract] (hereinafter called "the Works") and the Employer has accepted the Tender by the Contractor for the

execution and completion of such Works and the remedying of any defects therein at a contract price of Rupees.....

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying the defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
   i) Letter of Acceptance;
   ii) Notice to proceed with the works;
   iii) Contractor's Tender;
   iv) Contract Data;
   v) Conditions of contract (including Special Conditions of Contract);
   vi) Specifications;
   vii) Drawings;
   viii) Bill of Quantities; and
   ix) Any other document listed in the Contract Data as forming part of the contract.

In witness whereof the parties thereto have caused this Agreement to be executed the day and year first before written.
The Common Seal of
.....
was hereunto affixed in the presence of:
Signed, Sealed and Delivered by the said
.....
.....
in the presence of:
Binding Signature of Employer
.....

Binding Signature of Contractor.....

SECTION 5: CONDITIONS OF CONTRACT

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Conditions of Contract

A. General

1. Definitions

1.1 Terms which are defined in the Contract Data are not also defined in the Conditions of Contract but keep their defined meanings. Bold letters are used to identify defined terms.

Bill of Quantities means the priced and completed Bill of Quantities forming part of the Tender.
Compensation events are those defined in Clause 38 hereunder.
The Completion Date is the date of completion of the Works as certified by the Employer in accordance with Sub Clause 46.1.
The Contract is the contract between the Employer and the Contractor to execute, complete and maintain the Works. It consists of the documents listed in Clause 2.3 below.
The Contract Data defines the documents and other information which comprise the Contract.
The Contractor is a person or corporate body whose Tender to carry out the Works has been accepted by the Employer.
The Contractor's Tender is the completed Tender document submitted by the Contractor to the Employer.
The Contract price is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.
Days are calendar days; months are calendar months.
A Defect is any part of the Works not completed in accordance with the Contract.
The Defects liability period is the period named in the Contract Data and calculated from the Completion Date.
The Employer is the party who will employ the Contractor to carry out the Works.
Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.
The Initial Contract price is the Contract Price listed in the Employer's Letter of Acceptance.
The Intended Completion Date is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the Employer by issuing an extension of time.
Materials are all supplies, including consumables, used by the contractor for incorporation in the Works.
Plant is any integral part of the Works which is to have a mechanical, electrical, electronic or chemical or biological function.
The Site is the area defined as such in the Contract Data.
Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Employer.

The Start Date is given in the Contract Data. It is the date when the Contractor shall commence execution of the works. It does not necessarily coincide with any of the Site Possession Dates.

A Variation is an instruction given by the Employer which varies the Works.

The Works are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the Contract Data.

2. Interpretation

2.1 In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Employer will provide instructions clarifying queries about the Conditions of Contract.

2.2 The documents forming the Contract shall be interpreted in the following order of priority:

(1) Agreement
(2) Letter of Acceptance, notice to proceed with the works
(3) Contractor's Tender
(4) Contract Data
(5) Conditions of Contract
(6) Specifications
(7) Drawings
(8) Bill of quantities and
(9) Any other document listed in the Contract Data as forming part of the Contract.

3. Law governing contract

3.1 The law governing the Contract is the Laws of India supplanted by the Karnataka Local Acts.

4. Employer's decisions

4.1 Except where otherwise specifically stated, the Employer will decide contractual matters between the Employer and the Contractor.

5. Delegation

5.1 The Employer may delegate any of his duties and responsibilities to other people after notifying the Contractor and may cancel any delegation after notifying the Contractor.

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6. **Communications**

6.1 Communications between parties which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act).

7. **Subcontracting**

7.1 **NA**

8. **Other Contractors**

8.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer.

9. **Personnel**

9.1 The Contractor shall employ the technical personnel (of number and qualifications) as may be stipulated by GOK from time to time during the execution of the work. The technical staff so employed shall be available at site as may be stipulated by the Employer.

9.2 If the Employer asks the Contractor to remove a person who is a member of the Contractor's staff or his work force stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

10. **Employer's and Contractor's risks**

10.1 The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.

11. **Employer's risks**

11.1 The Employer is responsible for the excepted risks which are (a) in so far as rebellion, riot commotion or disorder or (b) a cause due solely to the design of the Works, other than the Contractor's design.

12. **Contractor's risks**

12.1 All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks are the responsibility of the Contractor.

13. Insurance:

13.1 The Contractor shall prior to commencing the works, effect and thereafter maintain insurances , in the joint names of the Employer and the Contractor, (cover from the first working day after the Start Date to the end of Defects Liability Period), in the amounts stated in the Contract Data :

(a) for loss of or damage to the Works, Plants and Materials and the Contractor's equipment;
(b) for liability of both Parties for loss, damage, death and injury to third parties or their property arising out of the Contractor's performance of the Contract including the Contractor's liability for damage to the Employer's property other than the Works and
(c) for liability of both Parties and of any Employer's representative for death and injury to the Contractor's personnel except to the extent that liability arises from the negligence of the Employer, any Employer's representative or their Employees.

13.2 Policies and certificates for insurance shall be delivered by the Contractor to the Employer for his approval before the Start Date. All such insurance shall provide for compensation to be payable to rectify the loss or damage incurred. All payments received from insurers relating to loss or damage shall be held jointly by the Parties and used for the repair of the loss or damage or as compensation for loss or damage that is not to be repaired.

13.3 If the Contractor fails to effect or keep in force any of the insurances referred to in the previous subclauses or fails to provide satisfactory evidence, policies or receipts, the Employer may without prejudice to any other right or remedy, effect insurance for the cover relevant to such default and pay the premiums due and recover the same as a deduction from any other monies due to the Contractor. If no payments is due, the payment of the premiums shall be a debt due.

13.4 Alterations to the terms of an insurance shall not be made without the approval of the Employer.

13.5 Both Parties shall comply with any conditions of the insurance policies.

14. Site Investigation Reports:

14.1 The Contractor, in preparing the tender, shall rely on any site investigation reports referred to in the Contract data, supplemented by any information available to the Tenderer.

15. Queries about the Contract Data

15.1 The Employer will clarify queries on the Contract Data.

16. Contractor to execute the Works

16.1 The Contractor shall execute the Works in accordance with the Specification and Drawings.

17. The Works to be completed by the Intended Completion Date

17.1 The Contractor may commence execution of the Works on the Start Date and complete them by the Intended Completion Date.

17. **The Works to be completed by the Intended Completion Date**

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17.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the program submitted by the Contractor, as updated with the approval of the Employer, and complete them by the Intended Completion Date.

18. **Approval by the Employer:**

18.1 The Contractor shall submit Specification and drawings showing the proposed Temporary Works to the Employer, who is to approve them if they comply with the Specifications and Drawings.

18.2 The Contractor shall be responsible for the design of Temporary Works.

18.3 The Employer's approval shall not alter the Contractor's responsibility for design of the Temporary Works.

18.4 The Contractor shall obtain approval of third parties to the design of third parties to the design of the temporary Works where required.

18.5 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Employer before their use.

19. **Safety**

19.1 The Contractor shall be solely responsible for the safety of all activities on the Site.

20. **Discoveries**

20.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site is the property of the Employer. The Contractor is to notify the Employer of such discoveries and carry out the Employer's instructions for dealing with them.

21. **Possession of the Site**

22. Access to the Site

22.1 The Contractor shall allow the Employer and any person authorized by the Employer access to the Site, to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where materials or plant are being manufactured / fabricated / assembled for the works.

23. **Instructions**

23.1 The Contractor shall carry out all instructions of the Employer which comply with the applicable laws where the Site is located.

24.2 If neither party refers the dispute to Arbitration within the above 30 days, the Employer's decision will be final and binding.

24.3 The Arbitration shall be conducted in accordance with the arbitration procedure stated in the Special Conditions of Contract.

B. Time Control

25. Program

25.1 Within the time stated in the Contract Data the Contractor shall submit to the Employer for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works.

25.2 The Employer's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Employer again at any time. A revised Program is to show the effect of Variations and Compensation Events.

26. Extension of the Intended Completion Date

26.1 The Employer shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date.

26.2 The Employer shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Employer for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information.

27. Delays ordered by the Employer

27.1 The Employer may instruct the Contractor to delay the start or progress of any activity within the Works.

28. Management meetings

28.1 The Employer may require the Contractor to attend a management meeting. The business of a management meeting shall be to review the progress achieved and the plans for remaining work.

28.2 The responsibility of the parties for actions to be taken is to be decided by the Employer either at the management meeting or after the management meeting and stated in writing to be distributed to all who attended the meeting.

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C. Quality Control

29. **Identifying defects**

29.1 The Employer shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Employer may instruct the Contractor to search for a Defect and to uncover and test any work that the Employer considers may have a Defect

30. **Tests**

30.1 If the Employer instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect the test shall be a Compensation Event.

31. **Correction of defects**

31.1 The Employer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion and is defined in the Contract Data. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

31.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Employer’s notice.

32. **Uncorrected defects**

32.1 If the Contractor has not corrected a Defect within the time specified in the Employer’s notice, the Employer will assess the cost of having the Defect corrected, and the Contractor will pay this amount.

D. Cost Control

33. **Bill of Quantities (BOQ) (Excluding GST)**

33.1 The BOQ shall contain items described.

33.2 The BOQ is used to calculate the Contract Price.

34. **Variations**

34.1 The Contractor shall be bound to carry out the work in accordance with any instructions in this connection, which may be given to him in writing by the Employer and such alteration shall not vitiate or invalidate the contract.

34.2 The Contractor shall promptly request in writing to the Employer to confirm verbal orders and the officer issuing oral instructions shall confirm it in writing within 30 days, failing which the work shall be carried out as though there is no variation. In case variation is approved it shall be accompanied by BOQ, failing which the

contractor shall be responsible for deviation if any. Further, approval of Govt. / BECC has to be obtained for the variation exceeding 5%.

35. **Payments for Variations**

35.1 NA
35.2 NA
35.3 NA
35.4 NA
35.5 NA
35.6 NA
35.7 NA

36. **Submission of bills for payment**

36.1 The Contractor shall submit to the Employer, bills of the value of the work completed less the cumulative amount paid previously.

36.2 The Employer shall check the Contractor's bill and determine the value of the work executed which shall comprise of (i) value of the quantities of the items in the BOQ completed and (ii) valuation of Variations and Compensation Events.

36.3 The Employer may exclude any item paid in a previous bill or reduce the proportion of any item previously paid in the light of later information.

37. **Payments**

37.1 NA

37.2 Items of the Works for which no rate or price has been entered in will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

38. **Compensation events**

38.1 NA

.

38.2 NA
38.3 NA
38.4 NA

39. **Tax**

39.1 The rates quoted by the Contractor shall be deemed to be inclusive of the sales and other taxes that the Contractor will have to pay for the performance of this Contract. The Employer will perform such duties in regard to the deduction of such taxes at source as per applicable law.

40. **Price Adjustment:**

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40.1 NA
40.2 NA

41. **Liquidated damages**

41.1 NA
41.2 NA

42. **Advance Payments:**

42.1 NA
42.2 NA
42.3 NA

43. Securities:

43.1 The Security deposit (including additional security for unbalanced tenders) shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and type of instrument acceptable to the Employer. The Security deposit shall be valid until a date 30 days from the date of expiry of Defects Liability Period and the additional security for unbalanced tenders shall be valid until a date 30 days from the date of issue of the certificate of completion

44. **Cost of repairs**

44.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

E. Finishing the Contract

45. **Completion**

45.1 The Contractor shall request the Employer to issue a Certificate of Completion of the Works and the Employer will do so upon deciding that the Work is completed.

46. **Taking over**

46.1 The Employer shall take over the Site and the Works within seven days of issuing a certificate of Completion.

47. **Final account**

47.1 NA

48. **As built drawings**

48.1 NA

48.2 NA

49. Termination

49.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.

49.2 Fundamental breaches of Contract include, but shall not be limited to the following:

(a) The Contractor stops work for 45 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Employer;

(b) Deleted

(c) The Contractor becomes bankrupt or goes into liquidation other than for a reconstruction or amalgamation;

(d) Deleted

(e) the Employer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Employer;

(f) The Contractor does not maintain a security which is required;

(g) NA

(h) If the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in the executing the Contract.

For the purpose of this paragraph : “corrupt practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution. “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.”

49.3 When either party to the Contract gives notice of a breach of contract to the Employer for a cause other than those listed under Sub Clause 42.2 above, the Employer shall decide whether the breach is fundamental or not.

49.4 Notwithstanding the above, the Employer may terminate the Contract for convenience.

49.5 If the Contract is terminated the Contractor shall stop work immediately, make the Site safe and secure and leave the Site as soon as reasonably possible.

50. Payment upon Termination

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50.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Employer shall prepare bill for the value of the work done less advance payments received up to the date of the bill, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the Contract Data. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor the difference shall be a debt payable to the Employer.

50.2 If the Contract is terminated at the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Employer shall prepare bill for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract, and less taxes due to be deducted at source as per applicable law and make payment accordingly.

51. **Property**

51.1 All materials on the Site, Plant, Equipment, Temporary Works and Works are deemed to be the property of the Employer, if the Contract is terminated because of a Contractor’s default.

52. **Release from performance**

52.1 If the Contract is frustrated by any event entirely outside the control of either the Employer or the Contractor the Employer shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which commitment was made.

F. Special Conditions of Contract

1. **Labour:**

The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.

The Contractor shall, if required by the Employer, deliver to the Employer a return in detail, in such form and at such intervals as the Employer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the site and such other information as the Employer may require.

2. **Compliance with labour regulations**:

During continuance of the contract, the Contractor and his sub contractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, Employer shall have the right to deduct any money due to the Contractor including his amount of security deposit. The Employer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Employer at any point of time.

3. **Protection of Environment**:

The contractor shall take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation. During continuance of the contract, the contractor and his sub-contractors shall abide at all times by all existing enactments on environmental protection and rules made there under, regulations, notifications and bye-laws of the State or Central Government, or local authorities and any other law, bye-law, regulations that may be passed or notification that may be issued in this respect in future by the State or Central Government or the local authority.

4. **Arbitration (Clause 24)**

4.1 The procedure for arbitration shall be as follows:

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(a) In case of dispute or difference arising between the Employer and the Contractor relating to any matter arising out of or connected with this agreement it shall be settled in accordance with the Arbitration and Conciliation Act 1996. The disputes or differences shall be referred to a Sole Arbitrator. The Sole Arbitrator shall be appointed by agreement between the parties; failing such agreement, by the Appointing Authority

(b) Arbitration proceedings shall be held at The Commissionerate, BECC, Bengaluru, Karnataka, India

(c) The cost and expenses of arbitration proceedings will be paid as determined by the Arbitrator. However the expenses incurred by each party in connection with the preparation, presentation, etc., shall be borne by each party itself.

(d) Performance under the contract shall continue during the arbitration proceedings and payments due the Contractor by the Employer shall not be withheld, unless they are the subject matter of the arbitration proceedings.

(e) In the case of the death of Contractor after executing the agreement / commencement of the work, his legal heir, if an eligible registered Contractor and willing, can execute and complete the work at the accepted tender rates irrespective of the cost of the work.

[Add other Clauses specific to the work for which tenders are invited.]

SECTION 6: CONTRACT DATA

NA

SECTION 7: SPECIFICATIONS

As per the specifications mentioned in the BOQ

SL	Description of work	unit	Qnty
1	Beautification and Landscape Development SITE /JUNGLE CLEARENCE: Cutting and clearing thin jungle including removal of roots with a intitial lead of 50 m and life of 1.50 m and **General Cleaning:** Removal of dried leaves, solid waste and cleaning of the area	Sqm	2200.0
2	Shrubs in Groups Developing the area for shrubs by digging to a depth of 0.45m, filling 50% with sand [0,0375 Cum], FYM [0.075 Cum], Red earth [0.21], [I.e. in the proportion of 1:2:3] and planting with well established plants (8 plants per sq mtr) exclusive of cost of plants and inclusive of ingredients	Sqm	84

3	Cost of the Plant (8 Plants per Sqm) including Transportation and Handling Charges	Sqm	84
4	Planting of Ground Cover Plants Developing the area for ground cover pants by digging to a depth of 0.45m, filling 50% of the area with excavated top soil and remaining 50%with sand (0.0375 Cum), FYM (0.075Cum), Red earth (0.112 Cum). (i.e., in the proportion of 1:2:3) inclusive of ingredients.	Sqm	90
5	Cost of the Plants (10 Plants per Sqm) including Transportation and Handling Charges	Sqm	90
6	Hedges Developing hedges by digging trenches of size 1.5mx1.5m, filling 50% of the trench with excavated top soil and remaining 50% with the mixture of sand (0.0112 Cum), FYM (0.0224Cum) (i.e. in the proportion of 1:2:3) Exclusive of cost plants and inclusive ingredients (Minimum of 4-5 species at 15-20 mtrs alternative intervals syzygium campanulatum etc.,).	Rmts	210
7	Cost of plants [7 Plant per Rmt]	Rmts	210
8	Supplying of Red Soil (New Earth Filling) Supply of Good Quality Red Soil for Gardening and Growing of Plants, Shrubs, Etc., Including the % weightage given to B.B.M.P. Area.	Cum	40
9	**Sprinkler System:** Providing and fixing of sprinkler system with in the site by using 25mm/10 kg,40mm/ 6kg, 50mm/6kg good quality PVC pipes,ISI marked sprinklers, control valves and fitiings etc, Including excavation and back filling trenches. (Excluding of Providing Borewell , Electrification & pump). As per the specification and direction of the concerned officer. Rates may be quoted as per data rate specific to the field condition.	Each	15
10	Speciman Plants Digging pits size 0.75m x 0.75m x 0.75 filling up to 50% the pits with top excavated soil and remaining 50% with sand, Fym, Red earth (0,021 Cum) (i.e. in the proportion of 1:2:3) and Planting of **Ficus Benjimina Prestige** (90cm - 150cm ht) Including cost of plant, materials, transporation and handling & planting Cost)	Each	15
11	Digging pits size 0.75m x 0.75m x 0.75 filling up to 50% the pits with top excavated soil and remaining 50% with sand, Fym, Red earth (0,021 Cum) (i.e. in the proportion of 1:2:3) and planting of **Ficus Panda** (90cm - 150cmm ht) ht) Including cost of plant, materials, transporation and handling & planting Cost)	Each	15
12	Digging pits size 0.75m x 0.75m x 0.75 filling up to 50% the pits with top excavated soil and remaining 50% with sand, Fym, Red earth (0,021 Cum) (i.e. in the proportion of 1:2:3) and planting of **Plumeria Pudica /** (150cm - 240cm ht) Including cost of plant, materials,	Each	20

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	transporation and handling & planting Cost)		
13	Digging pits size 0.75m x 0.75m x 0.75 filling up to 50% the pits with top excavated soil and remaining 50% with sand, Fym, Red earth (0,021 Cum) (i.e. in the proportion of 1:2:3) and planting of **Furcraea foetida** (60 to 900cm)Including cost of plant, materials, transporation and handling & planting Cost)	Each	20
14	Digging pits size 0.75m x 0.75m x 0.75 filling up to 50% the pits with top excavated soil and remaining 50% with sand, Fym, Red earth (0,021 Cum) (i.e. in the proportion of 1:2:3) and planting of **Alpinia purpurata/Red ginger** (60 to 900cm)Including cost of plant, materials, transporation and handling & planting Cost)	Each	15
15	Digging pits size 0.75m x 0.75m x 0.75 filling up to 50% the pits with top excavated soil and remaining 50% with sand, Fym, Red earth (0,021 Cum) (i.e. in the proportion of 1:2:3) and Planting of **Areca catechu Plants** 240 cm to 300 cm. Including cost of plant, Maintenance the same for three months including application of nutrients(organic/inorganic), pest and disesese mangement.	Each	15
16	Digging pits size 0.75m x 0.75m x 0.75 filling up to 50% the pits with top excavated soil and remaining 50% with sand, Fym, Red earth (0,021 Cum) (i.e. in the proportion of 1:2:3) and planting of **Golden Cyprus** (90 - 120 cm ht) Including cost of plant, materials, transporation and handling & planting Cost)	Each	15
17	Chain Link Fencing Clearing & grubbing road land including vegetation,bushes,shrubs,saplings by using weed cutter/minor equipment.(The top soil removed during clearing land grubbing of site,if suitable for reuse shall be transported,conseerved and stacked and shall be incidental to work.)	Sqm	1134.00
18	Loosening leveling and compacting original ground supporting embankment to facilitate placement of first layer of embankment,scarified to a depth of 150mm,mixed with water at OMC and then comppacted by rolling so as to achive minimum dry density as given in table 300-2 for embankment construction.	Cum	170.10
19	Earth work excavation for foundation by mechanical means for all works & depth upto 3 m,as per drawing and technical specifications, including setting out, shoring, strutting, barricading, caution lights,including dressing of excavated surfaces,disposing off or levelling the excavated earth or sorting & stacking the selected earth for reuse in a radius of 50m and lift upto 1.5 m including cost of labour,tools,usage of machinery & other appurtenaces required to complete the work. In all kinds of soils Depth upto 3 m.	Cum	158.4
20	Providing and laying in position plain cement for levelling course for all works in foundation. The granite/trap/basalt crushed graded coarse aggregates and fine aggregates as per relevant IS Codes machines	Cum	14.85

	mixed,laid in layers not exceeding 150mm thickness,well compacted using plate vibrators,including all lead & lifts,cost of all materials of quality,labour,usage charges of machineries,curing,and all the other appurtenances required to complete the work as per technical specifications.(The cost of steell reinforcement & Formwork shall be paid separately) Mix 1:3:6(M 10) Using 40mm nominal size graded crushed coarse aggregates.		
21	Providing and laying in position cement concrete for all sub structures of building,Irrigation works,Sub structure works of bridges,Drain works & other parallel works from 0.50m to 3.50m height. The granite/Trap/basalt crushed graded coarse aggregates and fine aggregates as per relevant IS Codes machines mixed with super plasticisers,laid in layers,well compacted using needle vibrators,provoding weep holes wherever necessary,including all lead & lifts,cost of all materials of quality,confirming to the requirements of relevant IS codes,labour,Usage charges of machinery,curing and all other appurtenances required to complete the work as per technical specifications.(The cost of steel reinforcement to be paid separately)Mix1:2:4 (M15) Using 20mm nominal size graded crushed coarse aggregates.Appendix I Addidtionalities for form work,Centering & Scaffolding.	Cum	14.85
22	Providing Size Stone mansory with hard stone in foundation & Plinth with Cement mortar 1:4(1 cement:6 coarse sand)	Cum	58.07
23	Providing 20 mm cement plater with cement mortar 1:3 (1 cement:3 coarse sand) finished with floating coat of neat cement to brick/stone masory including rounding off corners wherever required smooth rendering, provoding and removing scaffolding including cost of materials, labour, curing complete as per specifications and as per directions of Engineer-incharge.	Sqm	308
24	Providing and fixing G.I chain link fabric fencing of required with in mesh size 50x50 mm including strengthening with 2 mm dia wire or nuts, bolts and washers as required complete as per the direction if Eingineer-incharge (Made of G I wire of dia 4 mm)	Sqm	231
25	Providing flush/ Ruled pointing: Pointing on stone work with cement mortar 1:3 (1 cement :3 fine sand) after ranking joints to depth nicely lining, including cost of materials, labour, curing as per directuions of Engineer-In charge.	Sqm	132
26	Painting steel work with deluxe multi surface paint to give an even shade. Two coat applied @ 0.90 ltr/10 m2 over an under coat of primer applied @ 0.80ltr/10 m2 of approved brand and manfacture including preparing	Sqm	519.75

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	the surface after thorougly cleaning oil, grease,dirt and foreign matter, cost of materials, labour complete as per specifications and as per directions of Engineer-incgarge.		
27	Fabricating Providing and erecting in position of MS Hot Dip Galvonised 2 Gate Using 72x72x4 8mm sq. GI Pipe frame with top pipe bending in heavy duty hydraulc press with sand packing and hot bending to from double arch as per drawing profile, 20mm hot dip galvanized sq rod for verticals at 150mmC/C, as shown in the frawing including providing hot dip galvansied forged omamental design in between sq rods and heads at top, middle and bottom intemediale supports of 75x12mm and 50x6mm arch bent to hot dip galvanised flats, the work in inclusive of throughing GI Flat FI sq, rods, placing, weding all the joints including grinding, finishing metal patty, painting two costs enamel plainting. The rate in inclusive of att materials like GI Sq, pipe, GI Sq.rods, GI torged disigns etc, heavy duty hinges are made out of 75mm solid sq block assembled with 20mm dia bearing in three places for each flop sq block assembled with 20mm dia bearing in three places for each flop. Heavy duty locking arrangements at low places including cost of labour painting, erecting charges, using hoist pulley cranes with all lead and lift, loading, transpotation, unloading, sacaffolding charges and all other incidental charges for successful completion of the work as per directions of the Engineer in charge of the work.	Sqm	33.96
28	Providing, laying and fixing cement base, precast, Pathway with Kerb Stone prepolished cement concrete, designer tiles 25 mm thick conforming to IS 1237 heavy duty tiles for flooring treads of steps and landing, laid on a bed of 12 mm thick cement morar 1:3 mis finished with flush pointing using white cement including cost of materials, mortar, including cutting, grading the edge to full round wherever required, labour, curing complete as per specification	Sqm	287.50
29	Fixing of Heavy Duty Cobble/Interlocking stones/Pavers of thickness 60/75/80/100mm using Cement and 40mm thick sand bed (average thickness) and compacting with plate vibrator to achieve final desired compaction & setting of paver to its final level , including cost of materials, labour and usage charges of machinery complete as per specifications. (The cost of new paver/stones required shall be added separately)	Sqm	287.50
30	Supplying and fixing M15 grade precast cement concrete Kerb stones for Roadway, Sidewalls and gutters fixed with CM 1:3 fixed and finsihed in line as per direction of Engineer in charge. (The cost of PCC shall be paid extra) 300 x 250 x 100 mm size	Mtr	115.00
31	Providing and laying 80mm thick factory made precast M -30 grade Cement Concrete Paver Block as per IRC SP 63:2018 & IS 15658 for Commercial Traffic Axle load repetitions upto 10MSA & for Residential Streets	Sqm	287.50

	of approved shape and colour, laid in required pattern and including over 40mm thick compacted bed of coarse sand, filling the joints with fine sand etc. all complete as per the direction of Engineer-in-charge. (WMM/WBM Base to be paid separately as per relevant technical specification		
32	Providing and applying 2 coats of water based cement paint to unplastered concrete surface after cleaning the surface of dirt, dust, oil, grease, efflorescence and applying paint @ of 1 litre for 2 Sqm	Sqm	287.50
33	Kerb : Earth work excavation by manual means for drains, canals, waste weir, draft, approach channels, key trenches, foundation of Buildings & bridges and such simillar works in all kinds of soils, as per drawing and technical specifications, including setting out, shoring, strutting, barricading, caution lights, removal of stumps and other deleterious matter, excavated surface leveled and sides neatly dressed disposing off the excavated stuff or sorting & stacking the selected stuff for reuse in a radius of 50 m and lift upto 1.5 m including cost of labour, tools & other appurtenaces required to complete the work.In all kinds of soils Depth upto 1.5 m	Cum	129.38
34	Kerb : Providing, laying, spreading and compacting graded stone aggregate to wet mix macadam specification including premixing the Material with water at OMC in mechanical mix plant carriage of mixed Material by tipper to site, laying in uniform layers with paver/grader in sub-base / base course on well prepared surface and compacting with vibratory roller to achieve the desired density	Cum	129.38
35	Supply & fixing of Arm & Pedal Bike: All products must tested and certified to meet EN16630 safety standards with GS test mark. The EN16630 certificates must be Issued by a reputed notified International Certifying Body such as IPEMA, Tυν, CPSC, or SGS only. The GS mark-EN 16630 certificates must be in the name of a supplier who has carried out a minimum of 100 public park projects in India with EN16630-GS certified products either by themselves or through their dealers or contractors. These EN16630 & GS Mark certificates must be clearly displayed on the notified certifying bodies websites as online verification is mandatory during technical bid. All products must clearly display the GS mark as has been issued in the EN16630 safety certificates. All Tubular steel of 2.5mm thickness are galvanized and zinc dipped. Joints are Robotic Welded. All welded joints are scalloped as necessary and welded to an approved MIG process. All welds are dressed off	Each	**1.00**

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	removing all sharp edges & burrs. Zinc Primer paint is applied at all the welding paints prior to finishing. All metal parts are powder coated using AKZO Nobel - Great Wall Powder to the thickness of 60-120 microns. All metal parts are tested in our salt spray machine that uses a 5% NaCL solution in accordance to ISO7227 to speed up corrosion for 3000 hrs. The seat is made from Rotomoulded LLDPE. Children Equipment and Gym Equipment Bearings: Maintenance-free ball bearings. Equipment which have sway and moving parts, must have built in limitors that prevent unwanted and ecesssive movement, which can cause injuries. The limitors must be in accordance with EN16630 safety norms. Scope of delivery 1 completely pre-assembled equipment modules. Maintenance: Maintain according to EN16630 and the maintenance guide. Size (L*W*H) 830 MM x 500MM x 1450 MM. Capacity 1 person		
36	Supply & fooing of Seated Chest Press All products must tested and certified to meet EN16630 safety standards with GS test mark. The EN16630 certificates must be issued by a reputed notified International Certifying Body such as IPEMA, TUV, CPSC, or SGS only. The GS mark-EN 16630 certificates must be in the name of a supplier who has carried out a minimum of 100 public park projects in India with EN16630-GS certified products either by themselves or through their dealers or contractors. These EN16630 & GS Mark certificates must be clearly displayed on the notified certifying bodies websites as online verification is mandatory during technical bid. All products must clearly display the GS mark as has been issued in the EN16630 safety certificates. All Tubular steel of 2.5mm thickness are galvanized and zinc dipped Joints are Robotic Welded. All welded joints are scalloped as necessary and welded to an approved MIG process. All welds are dressed off removing all sharp edges & burrs. Zinc Primer paint is applied at all the welding paints prior to finishing. All metal parts are powder coated using AKZO Nobel Great 2 Wall Powder to the thickness of 80-120 microns. All metal parts are tested in our salt spray machine that uses a 5% NaCl solution in accordance to 1507227 to speed up corrosion for 3000 hrs. The seat and backrest is made from Rotomoulded LLDPE Bearings Maintenance-free ball bearings. Equipment which have sway and moving parts, must have built in limitors that prevent unwanted and ecesssive movement, which can cause injuries. The limitors must be in accordance with EN16630 safety norma Scope of delivery 1 completely pre-assembled equipment modules Maintenance Maintain according to EN16630 and the maintenance guide. Size (LWH) 1955 MM x 730 MM x 1955 MM. Capacity 2 persons	**No**	**1.00**

37	Supply & fixing of Tai Chi Spinners: All products must tested and certified to meet EN16630 safety standards with GS test mark. The EN16630 certificates must be issued by a reputed notified International Certifying Body such as IPEMA, TUV, CPSC, or SGS only. The GS mark-EN 16630 certificates must be in the name of a supplier who has carried out a minimum of 100 public park projects in India with EN16630-GS certified products either by themselves or through their dealers or contractors. These EN16630 & GS Mark certificates must be clearly displayed on the notified certifying bodies websites as online verification is mandatory during technical bid. All products must clearly display the GS mark as has been issued in the EN16630 safety certificates. All Tubular steel of 2.5mm thickness are galvanized and zino dipped. Joints are Robotic Welded. All welded joints are scalloped as necessary and welded to an approved MIG process. All welds are dressed off removing all sharp edges & burrs. Zinc Primer paint is applied at all the welding paints prior to finishing. All metal parts are powder coated using AKZO Nobel Great Wall Powder to the thickness of 80-120 microns. All metal parts are tested in our salt spray machine that uses a 5% NaCL solution in accordance to ISO7227 to speed up corrosion for 3000 hrs. Bearings Maintenance-free ball bearings. Equipment which have sway and moving parts, must have built in limitors that prevent unwanted and ecesssive movement, which can cause injuries. The limitors must be in accordance with EN16630 safety norms. Scope of delivery: 1 completely pre-assembled equipment modules. Maintenance: Maintain according to EN16630 and the maintenance guide. Size (L"WH) 1150 MM x 1120 MM x 1620 MM. Capacity 2 persons	**No**	**1.00**
38	Supply & foxing of HD Waist Twister: All products must tested and certified to meet EN16630 safety standards with GS test mark. The EN16630 certificates must be issued by a reputed notified International Certifying Body such as IPEMA, TUV, CPSC, or SGS only. The GS mark-EN 16630 certificates must be in the name of a suppller who has carried out a minimum of 100 public park projects in India with EN16630-GS certified products either by themselves or through their dealers or contractors. These EN16630 & GS Mark certificates must be clearly displayed on the notified certifying bodies websites as online verification is mandatory during technical bid. All products must clearly display the GS mark as has been issued in the EN16630 safety certificates. All Tubular steel of 2.5mm thickness are galvanized and zinc dipped, Joints are Robotic Welded. All welded joints are scalloped as necessary and welded to an approved MIG process. All welds are dressed off	**No**	**1.00**

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	removing all sharp edges & burrs. Zinc Primer paint is applied at all the welding paints prior to finishing. All metal parts are powder coated using AKZO Nobel-Great 3 Wall Powder to the thickness of 80-120 microns. All metal parts are tested in our sait spray machine that uses a 5% NaCL solution in accordance to ISO7227 to speed up corrosion for 3000 hrs. Footplates made of alloys of Nylon having good thermal stability Internal Limited means no bump stops or crush points. Bearings: Maintenance-free ball bearings. Equipment which have sway and moving parts, must have built in limitors that prevent unwanted and ecesssive movement, which can cause injuries. The limitors must be in accordance with EN16630 safety norms. Scope of delivery: 1 completely pre-assembled equipment modules. Maintenance: Maintain according to EN16630 and the maintenance guide. Size (L'WH) 1460 MM x 1310 MM x 1150 MM. Capacity 3 persons		
39	Supply & fixing of Leg Stretch All products must tested and certified to meet EN16630 safely standards with GS test mark. The EN16630 certificates must be issued by a reputed notified International Certifying Body such as IPEMA, TUV, CPSC, or SGS only. The GS mark-EN 16630 certificates must be in the name of a supplier who has carried out a minimum of 100 public park projects in India with EN16630-GS certified products either by themselves or through their dealers or contractors. These EN16630 & GS Mark certificates must be clearly displayed on the notified certifying bodies websites as online verification is mandatory during technical bid. All products must clearly display the GS mark as has been issued in the EN16630 safety certificates. All Tubular steel of 2.5mm thickness are galvanized and zinc dipped. Joints are Robotic Welded. All welded joints are scalloped as necessary and welded to an approved MIG process. All welds are dressed off removing all sharp edges & burrs Zinc Primer paint is applied at all the welding 7 paints prior to finishing. All metal parts are powder coated using AKZO Nobel-Great Wall Powder to the thickness of 80-120 microns. All metal parts are tested in our salt spray machine that uses a 5% NaCl solution in accordance to 1807227 to speed up corrosion for 3000 hrs. Bearings Maintenance-free ball bearings. Equipment which have sway and moving parts, must have built in limitors that prevent unwanted and ecesssive movement, which can cause injuries. The limitors must be in accordance with EN16630 safety norms Scope of delivery 1 completely pre-assembled equipment modules. Maintenance Maintain according to EN16630 and the maintenance guide Size (L*W*H) 935 MM x 810 MM x 1135 MM. Capacity 3 persons	**No**	**1.00**
40	Supply and Bixing of children Multi Play Equipment EQUINOK (KPS-2018C-X-E-PVC) with swing and toddler and tubular slide with arimated roof. All	**No**	**1.00**

	products must be tested and certified to meet EN 1176 safety standards. The EN 1176 certificates must be issued by a reputed notified international Certifying Body such as IPEMA, TUV, CPSC, or SGS only. The EN 1176 certificates must be in the name of a supplier who has carried out in excess of at least 100 public park projects in india either by themselves or through their dealers or contractors. These EN 1176 certificates must be clearly displayed on the notified certifying bodies websites as online verification is mandatory. The equipment comprises of 2 numbers of Upright structural posts of height 2.2 m. 2 numbers of structural posts of height 2.6 m and 4 numbers of structural posts of height 3 m 2.2mm wall thickness of the tubing. Two numbers of Deck of sun 1.14 1.14m and Staircase of size 1.06 m 0.77 m x 1.65 m are fabricated from 2mm perforated solid punched steel. Decks are pre pressed, punched, and welded, powder coated to 2.2mm thickness or vinyl plastic coated to a thickness of 4mm. Handrail of height 1.65 m and Dla 32 mm. Piped walls panels of size 1 m. hoof of size Die 2 m and height 0.82 m, Double Slide of size 1916 mm x 1134 mm x 1987 mm, Tube Slide of size 2263 mm x 920 mm x 2315 mm, Shrimp Slide of size 1635 mm x 1107 mm x 1888 mm Panels with color molded in and minimum thickness of 6-8mm. Top ralls Of Swing of size 3.2 m x 1.34 m are and thickness of 2.2 mm galvanized steel pipes. The rates are Indusive of all tases, transportation charges and installation, PLAY EQUIPMENT DIMENSIONS: 7.26 m x 5.25 mx 3.80 m.		
41	Maintenace for 12 Months	**No**	140

SECTION 8: DRAWINGS

[Will be issued to tenderers who visits the site of work along with SADH (Mahadevapura / KR Puram Zone) BECC]

SECTION 9: BILL OF QUANTITIES (BOQ)

(TO BE FILLED IN FINANCIAL BID through online only)

(Rates Excluding GST as published in the KPPP portal)

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SECTION 10: FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT

To: _____ *[name of Employer]*

Senior Assistant Director of Horticulture
(Mahadevapura/KRPura Zone)
Bengaluru East City Corporation

_____ *[address of Employer]*

WHEREAS _____ [name and address of Contractor] (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. _____ dated _____ to execute_____ [name of Contract and brief description of Works] (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of Rs._____ [amount of guarantee] [29]_Rupees_____ _____[in words], and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of_____ [amount of guarantee][30] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until 30 days from the date of expiry of the Defects Liability Period.

Final payment (11.6)

Signature and seal of the guarantor _____
Name of Bank _____
Address _____
Date _____

[29] An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract
[30] An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract

Annexure-1

28 days

1. Watering: The plants and lawns in the Park/ Median should be watered frequently as depending upon the climate, soil and plant conditions; if sprinklers are made available, it can be used otherwise hose pipe can be used for Watering. Problems regarding pipeline damage during watering/maintenance should be repaired and taken care Tenderers.
2. Transportation -plastic and other inert materials should be removed from the park and must be taken care of. The swept leaf materials should be used for preparation of Compost manure in the Park wherever is possible and the prepared compost manure should be used in the Park. All dead plants, branches & other waste materials should be removed regularly and transported outside the park at the risk of Tenderers. Garbage or leaf material should not be allowed to pile up especially during leaf shedding time. In case of any fire accident/ deaths due to this, concerned Tenderer will be held responsible
3. Clearing of Dust Bins: The dustbins in the park should be cleared every alternate day, the waste should be disposed and handed over to the dry waste collecting vehicle of BECC.

Senior Assistant Director of
Horticulture
(Mahadevapura/KRPura Zone)
Bengaluru East City
Corporation

Annexure-1

Qualification or Mandatory Documents

1	Name of Tender	
2	Phone Number	
3	Email ID	
4	Valid Address Proof Copy	Submitted/Not Submitted
5	**Work Experience Certificate** Single Work done / work Completion certificate of any one work 50% of the tendered amount in last 5 financial years. (i.e 2021-2022,2022-23, 2023-24, 2024-25 & 2025-26)	Documents Attached
		1.
		2.
		3.
6	Details of Licence / Firm Registration	Submitted/Not Submitted
a)	Copy of Valid Labour Registration certificate	Submitted/Not Submitted
b)	Copy of Valid ESI & PF Details	Submitted/Not Submitted
c)	Copy of Valid GST Registration	Submitted/Not Submitted
d)	Copy of Valid PAN Card	Submitted/Not Submitted
e)	Copy of Income Tax returns for the Year 2023-2024, 2024-25, and 2025-26	Submitted/Not Submitted
7	Annual Turnover Certificate issued from CA with UDIN Number for Three Financial Years (2023-2024, 2024-25, and 2025-26) **ITR with Balance sheet Profit and loss statement** (26AS),	Submitted/Not Submitted
8	Line of Credit **(not less than 30% of total Estimated Amount excluding GST)**	Submitted/Not Submitted
9	Joint Inspection report issued officially from **Horticulture Assistant and SADH**	Submitted/Not Submitted
10	Notarised Copy of Bank guarantee for unbalanced tender.	Submitted/Not Submitted

(Signature of the authorized Signatory, official Seal)